

Collective Agreement

BETWEEN

AWASIS CHILD CARE CO-OPERATIVE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5371

MAY 1, 2022 – APRIL 30, 2025



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THIS AGREEMENT MADE THIS 7th DAY OF September A.D., 2023

BETWEEN: AWASIS CHILD CARE CO-OPERATIVE, in the City of Regina, EMERALD RIDGE CHILD CARE (ERCC), EMERALD PARK SCHOOL AGE CARE (EPSA), SEVEN STONES CHILD CARE (SSCC), EMERALD PARK CHILD CARE (EPCC) AND EMERALD PARK INFANT AND TODDLER CENTRE (EPIT) IN THE RM OF EDENWOLD, in the Province of Saskatchewan, hereinafter called the "Employer" of the First Part,

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 5371 (C.L.C.), hereinafter called the "Union" of the Second Part.

PREAMBLE

Awasis Child Care Co-operative and the Canadian Union of Public Employees, Local 5371 agree that recognizing Indigenous people as traditional stewards of the land is an important part of showing respect for First Nations. We acknowledge that our work takes place on what is referred to as Treaty 4 territory which are the traditional meeting grounds and home to many diverse Indigenous Nations and the homeland of the Métis Nation. Our work will reflect the intention of the Treaties, the intention of peace, friendship and understanding, and that the purpose of this agreement is:

1. To maintain harmonious relations and settled conditions of employment between the Employer and the union.
2. To encourage efficiency in operations.
3. To promote the morale, well-being, and security of all employees in the bargaining unit of the union.
4. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services.
5. To encourage and promote co-operation and mutual support between **Early Child Care Educators** and parents, recognizing that both groups have an essential and common interest in obtaining the best possible conditions for day care generally, and that both are adversely affected by many of the conditions, economic and otherwise, that now exist in the **child** care field.
6. To encourage and promote the development of accessible and quality **child** care as a universal right for all families.
7. To provide a high standard of care and development for all children attending the **child** care **centre** within a context that is co-operative, non-racist and non-sexist.

MANAGEMENT RIGHTS

The union recognizes the rights of the Employer to exercise the regular and customary function of management and to direct the working forces of the day care.

ARTICLE 1 – RECOGNITION AND NEGOTIATION

1.01 Bargaining Unit:

The Awasis Child Care Co-operative (U of R campus location), Emerald Ridge Child Care (ERCC), Emerald Park School Age Care (EPSA), Seven Stones Child Care (SSCC), Emerald Park Child Care (EPCC) and Emerald Park Infant and Toddler Centre (EPIT), recognize the Canadian Union of Public Employees (CUPE) and its Local 5371 as the sole and exclusive collective bargaining agent for all its employees, except the Executive Director, Assistant Executive Director, Office Administrator, and Accountant, and agrees to negotiate with the union concerning all matters affecting the terms and conditions of employment, aiming towards a peaceful and amicable resolution of any differences that may arise between them.

1.02 Work of the Bargaining Unit:

Under normal circumstances, employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed on by the parties to this agreement.

1.03 No Other Agreement:

No employee shall be required to make a written or verbal agreement with the Employer or the Employer's representatives that may conflict with the terms of the agreement.

1.04 Attendance at Co-operative Meetings:

Employees may attend the general meetings of the Co-operative and will have the right to speak, except in matters of finance or in matters relating to the conditions of this agreement. Employees will not have the right to vote unless they are also parents with a child or children enrolled.

ARTICLE 2 – NO DISCRIMINATION

2.01 No Discrimination:

The Employer and the local of the union agree and recognize their responsibility to create a discrimination free workplace. The Employer(s) agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rates, training, upgrading, promotion,

transfer, layoff, reemployment, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital status, family status, place of residence, disability, nor by reason of their membership or activity in the union.

ARTICLE 3 – UNION MEMBERSHIP REQUIREMENT

3.01 Union Membership:

Every employee who is now or hereafter becomes a member of the union shall maintain membership in the union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

ARTICLE 4 – CHECK-OFF OF UNION DUES

4.01 Check-Off Payments:

The Employer shall deduct from every employee any regular monthly dues, initiation fees, or assessments levied in accordance with the union Constitution and bylaws, as authorized by the employee.

4.02 Deductions:

Deductions shall be made from each month's payroll and shall be forwarded by the Executive Director or designate to the secretary-treasurer of the union by the fifteenth day of the following month, accompanied by a list of the names of the employees from whose wages the deductions have been made.

4.03 Dues Receipts:

At the same time that Income Tax (T4) receipts are made available, the Employer shall supply to the union a list of the names, addresses, classifications and anniversary dates of all employees. The Employer shall include the union dues deduction on the T4 receipt.

ARTICLE 5 – UNION STEWARDS

5.01 Stewards:

Where possible, the union will be represented by two (2) Stewards at each of the Awasis Child Care Co-operative, Emerald Ridge Child Care, Emerald Park School Age Care, Seven Stones Child Care, Emerald Park Child Care and Emerald Park Infant and Toddler Centre locations.

5.02 Names of Stewards:

The union shall notify the Employer in writing of the stewards who are representing the union.

ARTICLE 6 – ACQUAINTING NEW EMPLOYEES

6.01 Executive Director or Designate to Acquaint New Employees:

The Executive Director or designate agrees to acquaint new employees with the fact that this agreement is in effect and with Articles 3 and 4 of the agreement. The Executive Director or designate shall introduce newly hired employees to their steward. The representative designated by the union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

6.02 Notification of New Hires:

The union shall be notified of the full name, position and employment status (e.g., full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit within seven (7) calendar days of their first day of employment.

6.03 Employer for New Employees Signing Union Membership Card:

The Executive Director or designate shall be responsible for the completion of the application for membership at the commencement of employment of an employee.

ARTICLE 7 – LABOUR-MANAGEMENT BARGAINING RELATIONS

7.01 Representation:

Neither the Executive Director nor the Employer shall bargain with or enter into any agreement, other than this agreement, with any employee or group of employees in the bargaining unit.

The union shall nominate members to represent the union in the transaction of business between the union and the Employer and shall advise the Employer of the names of the person or persons nominated.

The Employer shall nominate members of the Board of Directors to represent the Employer in the transaction of business between the union and the Employer. The Executive Director or designate shall advise the union stewards of the names of the persons nominated.

Where there are disputes or differences between the union and the Employer, including this collective bargaining, these shall be transacted between their respective representatives though representatives for either or both parties may, in their discretion, determine to consult with the union membership or board membership prior to making any decisions.

7.02 Time Off for Meetings:

If meetings between the representatives of the Employer and the union concerning this Agreement are scheduled within normal working hours of a union representative, that representative shall have the right to attend the meeting(s) without loss of pay.

7.03 Open Books:

The Executive Director or designate shall make available to the union, upon reasonable request, information required by the union such as job descriptions, positions in the bargaining unit, job classifications, wage rates which may be required for collective bargaining purposes.

ARTICLE 8 – RESOLUTIONS AND REPORTS OF THE BOARD

8.01 Copies of Resolutions and Minutes:

A copy of all resolutions, bylaws, rules and regulations directly affecting the employees shall be posted immediately on the bulletin boards in the **child care centre**.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Definition of Grievance:

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the union pertaining to any of the following:

- (a) Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees.
- (b) Any matter involving the interpretation, application, or alleged violation of any provisions of this agreement.

9.02 Recognition of Grievance Committee:

To provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the union grievance committee.

9.03 Handling Disputes During Work Hours:

Members of the grievance committee, as well as the aggrieved employee(s), have the right to secure permission from the Employer to leave assigned duties for a reasonable period so as not to disrupt the Employer's operation to discuss any grievance or potential grievance with appropriate representatives of the Employer. Such grievance committee member or aggrieved employee shall not lose any pay or other benefit for time so spent.

9.04 Grievance Process:

- a) **Pre-grievance Conversation**
It is jointly understood that before a grievance is submitted at the first step, the parties shall attempt to resolve the dispute through discussion.
- b) **Step 1**
The grievance shall be submitted in writing by the aggrieved and/or the union on behalf of the aggrieved to the Employer within thirty-two (32) calendar days of discovery of cause for a grievance.

Within seven (7) calendar days of receipt of the grievance, the Employer and the union steward shall discuss the grievance with the employee affected present or absent, at their option.

The Employer shall render a decision in writing within two (2) calendar days of the meeting.

Notwithstanding, the thirty-two (32) day calendar day time limit shall not apply to those items included in the agreement where the Employer has allegedly failed to apply a specific benefit, i.e., vacation leave, sick leave, etc. In these latter instances, the time limit shall be one (1) year after the date on which the alleged infraction occurred. The effective date of any necessary retroactive pay shall be the date on which the infraction first occurred.

In all instances, a copy of the grievance shall be submitted concurrently to the Employer and the union.

c) Step 2

If satisfactory settlement cannot be affected at Step 1, the union may, within fourteen (14) calendar days submit the grievance to the chairperson of the board or their designate.

Within seven (7) calendar days of receipt, the chairperson of the board or their designate and the union steward shall discuss the grievance with the employee affected present or absent, at their option.

A written decision shall be rendered within seven (7) calendar days of the meeting.

d) Step 3

Failing satisfactory settlement of the grievance at Step 2, the matter may be referred to arbitration by the union within thirty-two (32) calendar days.

9.05 Investigation:

At any stage of the grievance procedure, the parties may have the assistance of employees concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to settlement of the grievance.

9.06 Provision of Information:

The Employer agrees to provide all relevant information concerning any grievance to the officers of the union upon written request.

9.07 Justice and Dignity:

An employee whom the Employer reprimands, fails to appoint, demotes, or whom it contends lost seniority, shall be retained or returned to active work until any grievance contesting such reprimand, non-appointment, demotion or break in service is finally resolved through the grievance and arbitration process.

In cases where it is necessary to remove the employee from the workplace, that employee shall continue to receive their regular salary until the issue is resolved.

9.08 Time Limits:

- (a) The limits set out in this article may be extended by agreement between the parties.
- (b) The time limits referred to in this article shall be exclusive of Statutory Holidays.

9.09 Special Measures:

- (a) Nothing in this article precludes the parties from modifying the grievance procedure if another administrative step is required.
- (b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceedings.

9.10 Elder at Grievance Meetings:

During any grievance meeting where an Indigenous grievor is present and at the request of the grievor, an Elder of their choice will be present.

ARTICLE 10 – ARBITRATIONS

10.01 Board of Arbitration:

Where a grievance is referred to arbitration, the parties shall first attempt to agree to a single arbitrator. In the event that the parties are unable to agree, or the parties choose to establish a Board of Arbitration instead of a single arbitrator, such board shall be established in accordance with Section 6-46 and 6-47 of *The Saskatchewan Employment Act*. Each party shall notify the other party of their nominee to the board. The nominees shall select a third person to act as chairperson of the arbitration board.

10.02 Arbitration Procedures:

The arbitrator shall determine the procedures but shall give full opportunity to all parties to present evidence and make representation and present witnesses.

10.03 Decision of the Arbitrator:

The decision of the arbitrator shall be final, binding, and enforceable on all parties. The arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the arbitrator shall have the power to

dispose of a grievance by any arrangement which is deemed to be just and equitable.

10.04 Disagreement on Decision:

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, within ten (10) working days of the decision being made.

10.05 Expenses:

- 1) equally share the fees and expenses of the arbitrator, if any.
- 2) pay costs for its own witnesses and nominees.

ARTICLE 11 – DISCIPLINE, DISMISSAL AND RESIGNATION

11.01 Disciplinary Progression:

The Employer agrees to follow the principles of progressive discipline.

Failure to comply with the Employer's policies, procedures, and regulations may result in one of the following actions being taken by the Employer, depending on the severity of the offence:

Verbal reprimand
Written reprimand
Suspension without pay
Termination of employment.

Any employee may be dismissed or suspended but only for just cause and only upon the authority of the Employer. In the event the Employer initiates a disciplinary action against an employee the following procedure shall be followed.

11.02 Disciplinary Action:

- a) Prior to any disciplinary action, the Employer will advise the union member of their right to have a union steward or paid union staff representative in attendance at the disciplinary meeting. The member will be given sufficient time to arrange union representation and to schedule a meeting at a later date.
- b) **Any reprimands shall be conducted in the Employer's office.**
- c) **During any disciplinary meetings where an Indigenous employee is present and at the request of the employee, an Elder of their choice will be present.**

11.03 Burden of Proof:

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer.

11.04 Personnel Records:

Employees shall have the right at any time to have access to and review their personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of an employee's record. No evidence from the employee's record may be introduced as evidence in any hearings of which the employee was not aware at the time material was placed in their file. Employees shall have the right to make copies of any material contained in their personnel record.

Employees' record shall not be used against them at any time after twenty-four (24) months following a disciplinary action, including any letter of reprimand or adverse reports.

11.05 Verbal Reprimand:

The Executive Director or designate will verbally outline to the employee any reasons for the reprimand, how they should correct their work and what will happen if their misconduct continues. There is no official written report of a verbal reprimand. A steward or union staff representative shall be present as a witness.

11.06 Letter of Reprimand:

The Employer shall reprimand that employee by means of a letter of reprimand to the employee within **five (5) business days** of the event giving rise to the complaint. Such letter shall become part of an employee's record. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the union.

11.07 Suspension:

The employee will be given notice of the suspension, **with or without pay depending on the severity of the infraction, for a period of up to, but no more than, five (5) business days as determined by the Executive Director or designate**, and the reasons for it in writing. The days of suspension shall be included, **and a copy will be supplied to the union. An employee's benefit plan will continue in full effect during such suspension.**

11.08 Dismissal:

Dismissal shall be affected by the Chairperson of the Board or their designate. The employee shall receive written notice of the action, which shall include a specific statement of just cause. The Employer shall give thirty (30) calendar days' notice in writing or pay in lieu of such notice.

An employee considered by the union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the grievance procedure. Step 1 of the grievance procedure shall be omitted in such cases.

There shall be a union observer during any disciplinary investigation.

11.09 Reinstatement of Rights:

An employee who has been unjustly suspended, demoted or dismissed, shall under this article, upon reinstatement receive all rights and benefits retroactive to the date of suspension, demotion and dismissal, plus any damages to reputation, pain or suffering.

11.10 No Loss of Pay:

No employee, steward, or member of a grievance committee shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

11.11 Warning Within Seventy-Two Hours:

Warnings related to an employee's poor work performance shall be made within seventy-two (72) hours of the time that the alleged poor work performance occurred or seventy-two (72) hours after the incident comes to the attention of the Employer. Copies of such warnings shall be sent to the union steward.

11.12 Resignation:

Employees desiring to **resign their** employment with the Employer shall give two (2) weeks' notice in writing of such **resignation**.

Employees who **resign** and who have been employed more than six (6) months will, upon request, be given a service letter stating time, job classification, duties and cause of leaving.

The employee will have five (5) days to withdraw their resignation.

11.13 Payment of Wages and Benefits of Dismissed and Resigned Employees:

All employees who are **dismissed** or who **resign** shall be paid all wages and benefits, including vacation pay owing on their last day of work.

ARTICLE 12 – SENIORITY AND PROMOTIONS

12.01 Definition of Seniority:

"Seniority" where used in this agreement means the length of time actually worked in the employ of the Employer including any form of paid leave.

No person shall accrue or claim any seniority until the first day of the fifth calendar month after the day that person commenced employment in a permanent, regular position and until that person has obtained a satisfactory evaluation of **their** probationary period. From the day that an employee is entitled to accrue and claim seniority, same shall be calculated from the day that that person commenced a permanent, regular position and, in addition, shall include all time worked for the Employer in a previous permanent capacity prior to that date.

12.02 Seniority List:

The Employer shall maintain a seniority list showing the date upon which the employee's service commenced. An up-to-date seniority list shall be sent to the union and shall be posted on the bulletin boards in the day care by the end of May.

12.03 Role of Seniority in Filling Vacant Positions:

As a matter of practice, the Employer shall consider employees from within the bargaining unit when filling vacant in-scope positions. In the case of promotions where the qualifications, that is, knowledge, skills and ability of the applicants are equal, the applicant with the most seniority shall be placed in the vacant position.

12.04 Loss of Seniority:

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off or paid leave of absence, if approved by the Employer. An employee shall only lose seniority in the event:

- 1) They are discharged for just cause and **are not** reinstated.
- 2) They resign in writing **and don't withdraw it within five (5) days as per Article 11.12 - Terminations.**
- 3) While on lay-off, they do not respond to a written employment recall after two weeks' notice.

- 4) **Unless specified otherwise in Article 21 – Leave of Absence, are on an approved leave of absence without pay for more than three (3) months.**

12.05 Temporary Performance of Higher Duties (TPHD):

TPHD shall be assigned where there is an absence in a higher paid position for eight consecutive hours or more and shall be paid a premium of **twelve** dollars (\$12.00) per day for each eight (8) hour shift worked (or portion thereof) or **six** dollars (\$6.00) per day for each three (3) hour shift (or portion thereof) during the period of the substitution. This (TPHD) will model the current floor supervisors' shift and hours. The most senior qualified employee in the area shall be offered the TPHD. Should the most senior employee refuse TPHD, it shall be offered to the next most senior qualified employee, and so on. Should all employees refuse, the Employer may require the most senior employee in the area to accept the assignment.

12.06 Pay Upon Promotion

When an existing employee is awarded a higher paid position, they shall be paid at the rate of pay **equivalent to their year in the wage grid**. They will advance to the next level on their anniversary date.

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

13.01 Job Postings:

When a vacancy occurs or a new position is created outside of the bargaining unit, the Employer shall notify the union in writing and post notice of the position in the Employer's premises for a minimum of five (5) working days. When a new position is created inside of the bargaining unit, the Employer shall negotiate the new position and its rate of pay with the union.

13.02 Information in Postings:

Such notice shall contain the following information: nature of position, location of position, required qualifications, and skills, number of shifts and guaranteed hours. Qualifications may not be established in an arbitrary or discriminatory manner. For positions inside the bargaining unit, the notice shall include wage or salary rate or range.

13.03 Notification to the Union:

The name of the successful applicant to any vacancy or new position shall be posted on the bulletin boards in the day care. The Employer shall notify the union of all hirings, lay-offs, recalls and terminations of employment.

ARTICLE 14 – PROBATIONARY PERIOD, TRIAL PERIOD AND ANNUAL EVALUATIONS

14.01 Probationary Evaluations:

Each employee commencing employment in a permanent regular position shall complete a probationary period of six (6) calendar months beginning the day on which employment in a permanent regular position commences. Prior to the conclusion of the probationary period the job performance of the employee shall be evaluated.

The evaluation shall be based on the Executive Director or designates direct observation of the job performance of the employee. During the probationary period written evaluations shall be prepared and presented to the employee at three (3) and six (6) month intervals and shall clearly indicate whether the employee's performance was or was not satisfactory during the period under evaluation.

Should the Executive Director or designate not complete the formal written evaluations as outlined above, the probationary employee will be considered a permanent employee with a satisfactory evaluation.

14.02 Probationary Employees and Employee Benefits:

All employees working within their probation period are not able to utilize Easter Monday (18.01), compassionate leave (21.03), or pressing necessity (21.04).

Employees will accrue all other benefits of this agreement based on time served.

Any employee leaving within their probation period will be paid all unused vacation pay on their last pay cheque.

Bereavement leave will be provided in accordance with *The Saskatchewan Employment Act* in the event of a death in the family before the completion of the probation period.

14.03 Probationary Period:

Should the performance of an employee be unsatisfactory during the probationary period, their employment may be terminated. Under special circumstances the Employer may extend the probationary period up to an additional three (3) months and upon mutual agreement between the parties.

14.04 Trial Period:

Each new applicant for permanent, regular position may be given a trial period of three (3) shifts. The hiring for the position will take place in accordance with Article 13 of the contract. The applicant for the position will be paid the probationary rate as shown in the Schedule A – Wage Scale.

14.05 Annual Evaluations:

All employees shall be subject to an annual evaluation. This written evaluation shall take place prior to the anniversary date of the date the employee commenced employment in a permanent regular position. This evaluation shall be completed by the Executive Director or designate. Should the evaluation not be completed within the prescribed time limits, the employee shall be considered to have a satisfactory evaluation.

14.06 Unsatisfactory Annual Evaluation:

The Employer shall take such remedial action as may be deemed to be necessary in the case of an employee receiving an unsatisfactory annual evaluation. Such employee may have recourse under this article to the grievance and arbitration procedure.

ARTICLE 15 – LAY-OFFS AND RECALLS

15.01 Role of Seniority in Lay-offs and Recalls:

For lay-offs and recalls, when reducing staff, seniority shall be defined as an employee's accumulated service and will be applied in accordance with a mutually agreed upon seniority list.

A lay-off shall be defined as a reduction in staff or a reduction in the hours of work per rotation of any full-time or part-time employee. Lay-off does not apply to temporary or casual employees.

15.02 Notice of Lay-off of Employee(s):

Notice of lay-off of employee(s) shall be provided as follows:

- (a) no notice, if the period of employment is three (3) months or less;
- (b) one (1) week's written notice, if the period of employment is more than three (3) months and less than one (1) year;
- (c) two (2) weeks' written notice, if the period of employment is one (1) year or more but less than three (3) years;
- (d) four (4) weeks' written notice, if the period of employment is three (3) years or more but less than five (5) years;

- (e) six (6) weeks' written notice, if the period of employment is five (5) years or more but less than ten (10) years;
- (f) eight (8) weeks' notice, if the period of employment is ten (10) years or more.

The Employer may, in its discretion, provide the employee with pay in lieu of notice for the applicable notice period, provided that the pay shall be equivalent to the employee's normal wages for the period, exclusive of overtime.

15.03 Role of Seniority in Lay-offs:

When reducing the full or part-time staff, senior employees who have the qualifications and ability to do the work shall be retained.

15.04 Rehiring of Employees on Lay-off:

Employees laid off shall be returned to work in order of seniority to positions for which they have the qualifications and ability.

ARTICLE 16 – HOURS OF WORK

16.01 Working Day:

The regular working day at the Awasis, Emerald Ridge Child Care (ERCC) and Seven Stones Child Care (SSCC) locations shall be from 7:30 a.m. to 5:30 p.m. Monday to Friday. The regular working day at the Emerald Park **Child Care**, Emerald Park School Age Care and Emerald Park Infant and Toddler Centre locations shall be from 7:00 a.m. to 6:00 p.m. Monday to Friday. Employees shall be assigned such hours of work as are required by the Executive Director or designate within the context of the working day. Employees will be guaranteed three (3) hours of work minimum per occasion. Hours worked cannot be altered without mutual agreement of the union and the Director. If there is no mutual agreement, the Employee then works the hours assigned by the Executive Director or designate and shall be paid accordingly.

16.02 Seniority During Working Hours:

Whenever it can be accommodated within the day care, employees with seniority shall have their choice of working hours. Employer has the right to limit how many senior employees have an opening or closing shift. Lead teachers within each room must have opposite shifts to meet the needs of the children and families. Within the regular operations of the day care these shall be the recognized working shifts of the day care:

- eight (8) hour shifts - full-time
- four (4) hour shifts - half-time

Regular operations of the day care mean operation at full enrolment of as per licensed day care spaces per location.

16.03 Casual Employees:

"Casual employee" means an employee who does not work in a regular, permanent position.

16.04 Breaks:

Breaks shall be sixty (60) minutes without pay for each eight (8) hour shift. Shifts longer than four (4) hours but less than seven (7) hours shall be entitled to one (1) unpaid rest period calculated at five (5) minutes of rest period for each full hour worked.

ARTICLE 17 – OVERTIME

17.01 Overtime:

Overtime shall be defined as any time authorized by the Executive Director or designate which exceed eight (8) hours worked per day. Overtime at the rate of time and one-half (1 ½) shall be paid to any employee when his or her hours worked exceed eight (8) hours per day. Exceptions to this include authorized staff meetings, educational workshops and/or courses, and 'special exceptions', subject to mutual agreement between the Executive Director or designate and employees.

'Special exceptions' are to be limited to special day care outings, special long-term shift arrangements exceeding one month, and subbing (at subbing rate) when requested by one of the permanent employees.

Where a proposed exception is approved, it would be documented, (outlining the purpose and individual(s) involved) and be signed by the Executive Director or designate, the local union president, and the individual(s) involved.

17.02 Sharing Overtime:

Wherever possible, overtime and call back shall be divided equally among employees who are willing and qualified to perform the available work.

17.03 Special Overtime:

All employees shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing unless the employee is the last to leave the day care. In which case, the employee must stay until each child has been picked up by the parent(s) and/or guardian.

Should the Employer require an employee to work extended hours, those hours shall be offered to employees in order of seniority.

17.04 Advance Notification of Overtime:

To minimize unplanned disruptions in the daily life of the employees, the Employer will endeavour to give an employee advance notice should an employee be required to work overtime.

17.05 Call Back Pay Overtime:

An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at regular overtime rates.

An employee who attends a meeting scheduled by the Employer, which occurs outside regular working hours, shall be paid at the applicable overtime rate for time spent.

17.06 Time Off in Lieu of Overtime Pay:

An employee may be given time off in lieu of any overtime pay to which they are entitled at the request of the employee and with the approval of the Executive Director or designate. The time off shall be on those days mutually agreed to by the employee and the Executive Director or designate.

ARTICLE 18 – HOLIDAYS

18.01 Paid Holidays:

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Saskatchewan Day	Boxing Day

Upon completion of the probationary period, an employee's choice of either Easter Monday or an alternate day in lieu of that calendar year. In the event of a conflict between employees as to who shall have the designated holiday of their choice, the senior employee shall be allowed preference in the first instance. If the conflict continues in subsequent years, the employees shall alternate preference.

As well, any new statutory holidays proclaimed by the Federal, Provincial or Municipal government shall be provided to the employees as paid holidays.

18.02 Compensation for Public Holidays Falling on Saturday:

When any of the above public holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be a holiday for the purposes of this agreement.

18.03 Compensation for Public Holidays Falling on Sunday:

When any of the above public holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purposes of this agreement.

ARTICLE 19 - ANNUAL VACATIONS

19.01 Annual Vacations:

Employees will accumulate vacation based on paid hours according to the following schedule. Wherever possible, this vacation shall be at a mutually agreeable time to the employee and the Employer.

Start and up to and including two (2) years of employment:

- one and one quarter (1 1/4) working days for each month to a maximum of fifteen (15) days per year.

On completion of two (2) years of employment:

- one and three quarter (1 3/4) working days per month to a maximum of twenty-five (25) working days per year.

On completion of five (5) years of employment:

- two (2) working days per month to a maximum of twenty-four (24) working days per year.

On completion of ten (10) years of employment:

- **two and a half (2½) working days per month to a maximum thirty (30) working days per year.**

Employees may not take vacation days in excess of those already accumulated at any time. Employees may not carry over more than a total of five (5) vacation days past December 31 of each year unless written permission is granted by the board.

19.02 Vacation Conflicts:

No more than two (2) in-scope employees may take vacations during the same period without the approval of the Executive Director or designate. In cases where a conflict arises, the senior employee, as determined based on the seniority list (12.02), will be given first choice.

19.03 Compensation for Holidays Falling Within a Vacation Period:

If a holiday falls or is observed during an employee's vacation period, **they** shall be allowed an additional vacation day with pay at a mutually agreeable time.

19.04 Unbroken Vacation Period:

An employee shall be entitled to receive his or her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

19.05 Illness or Injury During Annual Vacation:

In the event that an employee is hospitalized or confined under medical care due to illness or injury lasting more than three (3) days during annual vacation period, time spent in hospital or confinement shall not be considered to be part of the vacation period, but shall be deemed to be sick leave and shall be charged against the employee's sick leave credit. The additional days required to complete the vacation entitlement shall be provided at a mutually agreed time during the year of entitlement or the appropriate payment shall be made in lieu. The onus will be on the employee to provide proof of hospitalization or confinement of illness.

ARTICLE 20 – SICK LEAVE

20.01 Sick Leave Defined:

Sick leave means the period an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

20.02 Sick Days:

A maximum of **eighteen (18)** sick days shall be earned per year by each employee. Sick days shall be earned at the rate of one **and a half** (1½) day per month for every month that the employee is employed or by paid hours for other than full time equivalent employees. An employee cannot draw on sick days in excess of those already accumulated at any point in time.

20.03 Accumulation of Sick Days:

The unused portion of an employee's sick leave shall accrue for their future benefits. Such accrual may be to a maximum of one hundred and twenty (120) days. Accumulated sick leave is not to be paid out on termination of employment.

20.04 Sick Leave Deductions and Pay:

Whenever an employee requires a sick leave, deductions shall be made from any accumulated sick days they may have. The employees shall receive their full pay for any sick leave days which fall on a normal working day.

20.05 Proof of Illness:

An employee may be required to produce a medical certificate for proof of illness, at the Employer's cost when an official receipt is provided.

20.06 Family Illness:

Where no one other than the employee can provide for the needs of an immediate family member during their illness, an employee shall be entitled to three (3) sick days leave for this purpose. If the employee's sick leave entitlement is depleted, an unpaid leave of absence shall be granted to the employee.

20.07 Medical Care Leave:

Employees shall be allowed three (3) days per year to engage in personal preventative medical health and dental care. Such time shall be deducted from accumulated sick days. If the employee's sick leave entitlement is depleted, the Employer may grant the employee an unpaid leave of absence.

20.08 Illness to be Reported:

Any employee absent from duty on account of an illness must inform the Director or a designated alternate a minimum of two (2) hours before the time they are to report for duty.

20.09 Sick Leave Credits:

At the end of each fiscal year, the Employer shall advise each employee in writing of **their** accumulated sick day credits.

20.10 Personal Leave:

Employees shall be allowed leave to cover extenuating circumstances at the discretion of the Employer. Such time shall be deducted from accumulated sick

days. If the employee's sick leave entitlement is depleted, the Employer may grant the employee an unpaid leave of absence.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Leave of Absence for Union Functions:

Wherever possible insofar as the regular operation of the day care permits, a reasonable number of designated employees shall, upon reasonable notice, be granted an unpaid leave of absence to attend business meetings, schools, seminars, and conventions with union affairs. During absences on union leave, the Employer shall continue all wages and benefits for employees covered by this collective agreement as though they were at work. The Employer shall provide a detailed monthly invoice to the union for such costs paid during the union leave and at the current cost to the Employer. The union shall, upon receipt of the invoice, reimburse the Employer within (2) weeks.

21.02 Leave of Absence for Public Duties or Full-Time Union Activities:

- 1) The Employer recognizes the right of an employee to participate in public affairs. Therefore, provided that the Employer can make alternate satisfactory arrangements, the employee may be granted a leave of absence without pay so that they may be a candidate in a federal, provincial or municipal election. No benefits shall be accumulated or be granted during this leave of absence.
- 2) An employee who is elected to public office may, provided that the Employer can make satisfactory alternate arrangements, be allowed a leave of absence without loss of seniority during their term of office. No benefits shall accumulate or be granted during this leave of absence.
- 3) An employee who is elected or selected for a full-time position with the union shall receive their pay and benefits from the Canadian Union of Public Employees. Such employee shall not accumulate benefits or seniority during this period.

21.03 Compassionate Leave:

Each calendar year an employee who has completed their probationary period shall be granted up to five (5) days with pay and without loss of benefits (not from sick leave) in the case of death or serious illness of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, former guardian, fiancé and other relative, **Indigenous Elder*** and anyone with whom the employee has had a similar relationship and for whom the employee is required to administer

bereavement responsibilities. Where burial occurs outside of the province, up to two (2) additional days with pay will be available. These days, if not required, will not be carried over to the following year. Additional leave with pay, chargeable to sick leave or without pay, may be granted if circumstances warrant.

Employer may require employee to provide proof of illness and/or death.

Upon request, employees shall be granted a further leave of absence of up to eight (8) weeks to care for a family member who is seriously ill. The employee will be required to use their personal, sick or vacation days during this time.

During the leave, the employee shall continue to accumulate all benefits and seniority.

Additional unpaid leave will be granted in accordance with Article 21.12 – General Leave.

During the one (1) week Employment Insurance waiting period, the Employer shall provide payment to the employee equal to one hundred per cent (100%) of the actual weekly rate of pay that the employee was receiving on the last day worked prior to the commencement of the leave.

Employees applying for this leave must provide a doctor's certificate stating that a family member suffers from a serious medical condition and that the family member requires the care or support of one or more other family members.

An employee may request an extension without pay to the leave. Approval of an extension shall not be unreasonably denied. During an extended leave, the employee shall continue to accrue all benefits and seniority.

Probationary employees shall have the option of taking this time as an unpaid leave or using any accrued vacation time or sick leave. During this leave the employee shall continue to accrue all benefits and seniority.

****Note: An Indigenous Elder is designated as such by the Indigenous community.***

21.04 Pressing Necessity Leave:

An employee who has completed their probationary period shall be granted **three (3)** days per year with pay for personal or family matters.

21.05 Citizenship Leave:

Special leave, with pay, shall be granted to an employee to attend the swearing in ceremonies of new Canadians to process their citizenship application and to attend the examination required to become a Canadian citizen **involving self**.

Vacation, unpaid leave of absence, or time off in lieu shall be granted to an employee to attend the swearing in ceremonies of new Canadians involving spouse, sons, daughters, or parents of the employee.

21.06 Time Off for Elections:

Every employee who is an elector shall receive, for the purposes of casting their vote while the polling places are open on polling day, a minimum of four (4) consecutive hours for the purpose of casting their vote in a Federal **or First Nation or other Indigenous** election, and three (3) consecutive hours for the purposes of casting their vote in any Provincial or municipal election. Should any part of that time include the regular working hours of an employee, that employee shall be given time off with their normal pay.

21.07 Paid Jury or Court Witness Duty Leave:

The Employer shall grant a leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay an employee the difference between their normal pay and the payment they receive for jury duty or court service, excluding payment for travelling, meals and other expenses. The employee shall present proof of service and the amount of pay received.

21.08 Leave for Court Appearances or Incarceration:

In the event that an employee is accused of an offence that requires a court appearance, the Employer may grant an unpaid leave of absence.

21.09 Education Leave:

An educational leave or in-service training may be initiated by the Employer or requested by the employee. In the event the Employer requires the employees to attend any training course, the Employer shall pay the employee's costs and wages and credit the employee with all earned benefits. In the event the employee requests leave for training or educational purposes and the request is approved, the employee will be compensated in a manner determined as being mutually agreeable to both parties.

21.10 Authorized Staff Meetings:

Full-time and part-time employees shall be paid at overtime rates for attendance at staff meetings held outside the regular hours of work to a maximum of two (2) hours per staff member per meeting. Earned meeting time to be taken in time off rather than wages. Employees shall not be required to attend staff meetings during their vacation period; however, should an employee be requested and agrees to attend the staff meeting during the week prior to returning to work from vacation, the employee shall be entitled to the other provisions of this article.

21.11 Annual Day Care Conference:

When the Employer requires an employee to attend the Annual Day Care Conference, their registration fees will be paid by the Employer. The Employer has the right to limit numbers. Transportation for one (1) vehicle shall be paid by the Employer at the existing staff travel allowance of forty-six (.46) cents per kilometre.

21.12 General Leave:

The Employer may grant the employee a leave of absence without pay and without loss of seniority benefits, when they request such leave for good and sufficient cause. Such leave shall be in writing and approved by the Employer. The leave form will contain a return to work date. If the employee returns prior to this date they must provide the Employer four (4) weeks' notice of return. No benefits shall accumulate or be granted during this leave of absence. If the leave is longer than three (3) months, the employee's anniversary date will be adjusted by the length of the leave. If the leave is greater than three (3) months, the employee will confirm return to work, or give notice of termination, in writing, four (4) weeks prior to the return date.

21.13 Burn-Out Factor:

After two (2) years of employment and every year thereafter, a permanent employee may take three (3) days per year paid leave of absence for the prevention of burn out.

In addition, the employee may take an unpaid leave of absence up to one (1) week.

These leaves will be over and above any vacation or sick credits earned but will not be taken in conjunction with said vacation or sick leave.

21.14 Intimate Partner Violence:

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with domestic violence or abuse in their personal life is entitled up to ten (10) days of leave (5 days paid and 5 days unpaid) consecutively or intermittently in a fifty-two (52) week period, as needed by the employee if they or their children are victims of interpersonal violence or are the perpetrator seeking treatment.

An Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, is required by law, or with the consent of the concerned employee.

The parties understand intimate partner violence can affect all workers in a workplace and will work together to ensure all workers' safety, should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

ARTICLE 22 – MATERNITY/PARENTAL AND ADOPTION LEAVE

22.01 Unpaid Maternity Leave:

All employees are entitled to maternity leave. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy unless medical conditions warrant otherwise. In which case, the Employer may request a medical certificate from the employee indicating that they is capable of performing their normal day care functions.

22.02 Length of Leave:

- a) An employee who is pregnant is entitled to an unpaid maternity leave of nineteen (19) weeks commencing at any time during the period of thirteen (13) weeks preceding the estimated date of birth, and no later than the date of birth.

- b) An employee whose pregnancy terminates on a date not more than thirteen (13) weeks before the estimated date of birth due to a miscarriage or a stillbirth may take an unpaid leave as per 22.02 a)
- c) An employee is entitled to an unpaid adoption leave of nineteen (19) weeks commencing on the date on which the child comes into the employee's care or becomes available for adoption if the employee is to be the primary caregiver of the adopted child during the period of leave.
- d) An employee who is a parent of a newborn child or newly adopted child is entitled to an unpaid parental leave of fifty-nine (59) weeks if the employee has taken a maternity or adoption leave or sixty-three (63) weeks in other cases.

The unpaid parental leave may be extended with approval of the Executive Director.

22.03 Extended Maternity Leave:

An employee may choose to receive their regular pay from their accumulated holiday time after the initial maternity and/or parental leave has expired.

22.04 Return from Maternity Leave:

When an employee decides to return to work after a maternity leave, she shall provide the Employer with at least four (4) weeks written notice.

22.05 Seniority:

While on maternity or paternity, adoption and/or parental leave, an employee shall continue to accumulate seniority. Calculations for increment steps, vacation and sick leave credits shall be based on actual time worked. On return from maternity or paternity, adoption and/or parental leave, the employee shall be placed in either their former position or in an equivalent position.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days:

The Employer shall pay salaries and wages **through direct deposit** on a bi-weekly basis, with payments being made alternate Fridays based on paid hours worked in accordance with Schedule A attached hereto and forming part of this agreement and will include all deductions. All employees paid a salary expressed in a monthly wage will be paid monthly.

The Executive Director or designate shall provide each employee an itemized statement of their wages, overtime and other supplementary pay and deductions.

ARTICLE 24 – DUTY TO ACCOMMODATE

24.01 The Employer acknowledges its duty to accommodate employees with disabilities for those employees who face barriers at work in the manner and to the extent required by *The Saskatchewan Human Rights Code*.

A disability includes physical, mental, developmental or learning; temporary, episodic or permanent; evident at birth or acquired later in life; and acquired at work or elsewhere.

24.02

a) Accommodation of employees within the workplace is a shared responsibility between the Employer, the union, and the employee.

The Employer agrees to make every effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to perform their regular duties because of the circumstances in Article 24.01.

In consideration of accommodating an employee, the following shall apply in the order listed below:

- i) Determine if the employee can perform their existing job as it is;
 - ii) If the employee cannot, then determine if the employee can perform their existing job in a modified form;
 - iii) If the employee cannot, then determine if they can perform another job in its existing form;
 - iv) If the employee cannot, then determine if they can perform another job in its modified form;
 - v) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.
- b) The parties understand that accommodations are an ongoing process, and that regular review and further accommodations may be required.

The Employer will allow for additional accommodation if the earlier accommodation is found to be unsuitable.

- c) All options shall be considered when accommodating employees. These options will include, but not be limited to, the modification or adaption of the workplace, workstations, shifts, equipment, and restructuring or re-bundling of jobs.
- d) The Employer will recognize individualized rates of absenteeism.
- e) The Employer will provide safe medication storage.
- f) The Employer will provide training for employees who are accommodated in new and reassigned positions.
- g) All parties involved in the accommodation will respect the right to privacy of the employee seeking accommodation, to the extent possible.
- h) In such circumstances, the Employer and the union may agree to waive certain provisions in this agreement.

24.03 Medical Information

It will be the responsibility of the employee returning to work or requiring an accommodation to provide the Employer with medical evidence of the limitations associated with the disability. If the Employer requires the employee to obtain a second opinion, all costs associated will be paid by the Employer.

The procedure to determine that an employee is fit to perform the duties of their job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information, which shall be limited to:

- i) A prognosis for recovery, with or without limitation;
- ii) A clear opinion as to the employee's fitness or return to work;
- iii) An opinion as to the employee's fitness to perform the specific duties of their current job or the accommodation being considered.
- iv) How long any limitations may last.

24.04 Graduated Return to Work

The union, the employee and the Employer will meet to discuss the circumstances where the employee is able to return to work on a graduated return to work program. Such discussions shall include possible modification in the workplace or work process to reduce or eliminate the length of the employee's absence from their own position. The return to work will be dealt with in the same manner as identified in Articles 24.01, 24.02 and 24.03.

24.05 Accommodation Meetings

The employee and union representative who attend an accommodation meeting shall be released from duty without loss of pay.

ARTICLE 25 – WORKERS' COMPENSATION

25.01 Workers' Compensation Pay Supplement:

When an employee is injured in the performance of their duties during working hours, and the accident is compensable under the provisions of *The Workers' Compensation Act*, the employee shall have the following options:

- a) **The Employer shall pay to the employee their total gross earnings, inclusive of the Workers' Compensation Board payments, less their normal deductions for up to twelve (12) months. In no event shall the amount received by the employee be less than the amount remitted to the Employer by the Workers' Compensation Board. The workers' compensation cheque shall be made payable to the Employer.**

OR

- b) **Pending a settlement of the insurable claim, the employee shall continue to receive, subject to the necessary adjustments, an amount equivalent to the full pay and benefits of this agreement until the first payment is received from the Workers' Compensation Board. This period shall not exceed one (1) pay period.**

ARTICLE 26 – JOB SECURITY

26.01 Restrictions on Contracting Out:

To provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not normally be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-union employee.

26.02 Amalgamation, Regionalization and Merger Protection:

In the event that the Employer merges or amalgamates with any other body, the Employer will participate with the employees to ensure that:

1. No employee shall suffer loss of employment at a result of merger or transfer.
2. Employees shall be credited with all seniority rights with the new Employer.

3. All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
4. Conditions of employment and wage rates for the new Employer shall be at least equal to the best provisions in effect with the merging Employers or new Employer.
5. All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
6. Preference of hours worked or shifts shall be based on seniority with the new Employer as it applied before the merger.

ARTICLE 27 – GENERAL CONDITIONS

27.01 Appropriate Facility:

Wherever possible, an appropriate area shall be provided for employees to have their meals and store and change their clothes. Locks on the staff room lockers are to be provided.

27.02 Bulletin Boards:

The Executive Director or designate shall provide a bulletin board in the staff room on which the union shall have the right to post notices so that all employees may peruse them.

27.03 Union Meetings:

The Employer will permit the use of its premises for the purpose of union meetings without cost to the union. The union will provide forty-eight (48) hours' notice of such meeting.

27.04 Work Site Access:

The representative designated by the union will be given access to work sites to meet with employees covered by this collective agreement during their meal and other scheduled breaks, whether paid or unpaid.

27.05 Contact Information:

The Employer will provide to the union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the employee's employment status (such as full-time, part-time, temporary, casual), and, if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the union contact designated by the local executive upon request from the union.

27.06 Employee as Parent:

An employee shall have the right to have their child(ren) in the day care, provided that the child(ren) does not interfere with the ability of the employee to carry out their regular duties. The child(ren) shall be admitted to the centre on the same basis as any other child(ren). Such employee shall be bound by the same rights and obligations as any other parent of the co-operative. Where disputes or problems arise, the Employer shall be the final arbitrator.

NEW

27.07 Shoe Allowance:

The Employer will provide employees with a shoe allowance as follows:

- **Full-time employee: up to one hundred dollars (\$100) at the start of their employment and then annually thereafter.**
- **Part-time employee: up to seventy-five dollars (\$75) at the start of their employment and then every two (2) years thereafter.**
- **Casual employee: up to fifty dollars (\$50) at the start of their employment and then every two (2) years thereafter.**
- **This allowance shall be used to reimburse employees for the purchase of appropriate shoes and insoles. An employee who purchases shoes shall be required to submit proof of the amount they have spent as a condition of reimbursement.**

ARTICLE 28 – TERMS OF AGREEMENT

28.01 Duration:

This Agreement, unless changed by mutual consent of both parties, shall be in force and effect from and after May 1, 2022 up to and including April 30, 2025, and from year to year thereafter unless notification of desire to amend be given in writing.

28.02 Copies of Agreement:

The union and the Employer desire that every employee be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the union and the Employer shall assume equal financial responsibility for having a copy of the agreement printed for every employee and board member within sixty days of signing.

28.03 Notice of Changes:

Either party desiring to propose changes to this agreement shall, between the period of sixty (60) and one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party.

28.04 Catch-Up Grant:

This agreement may be re-opened by mutual agreement for negotiations should a permanent catch-up grant become available from the government.

28.05 Wage Reopener:

Should there be an increase or decrease in the amount of the Early Childhood Services Grant the parties will meet to re-negotiate.

ARTICLE 29 – QUALITY CHILD CARE

29.01 Research, Preparation and Training:

An employee shall be entitled to spend **six (6)** hours per month for the purpose of doing research, preparation, **and training** related to their work **if staffing allows**. The time must be arranged with the Executive Director or designate and a subsequent report must be presented to the Executive Director or designate.

ARTICLE 30 – MEDICAL CHECK-UP

30.01 Medical Check-Up/Hepatitis B/Immunization/Annual Flu Shot:

If pre-employment or subsequent medical or immunizations should be required by the Employer or in accordance with Day Care Regulations, the cost of such will be paid by the Employer and shall not result in loss of pay or sick leave credits.

All permanent full-time employees shall receive at the employees' discretion an annual Hepatitis B and flu shot.

ARTICLE 31 – DELEGATION

31.01 Delegation:

Where in any provision of this agreement any responsibility is given to the Executive Director or designate, the board undertakes to delegate those responsibilities to the Executive Director but delegation in that respect in no way limits the inherent right of the board, as management, to delegate its authority to the Executive Director, the accountant and/or any board member or members in relation to any other matters.

ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY

32.01 Co-operation on Safety:

It is agreed that the parties will co-operate fully to promote safe work practices, healthy working conditions and compliance Part III of *The Saskatchewan Employment Act*.

The union, through the participation of its members will provide input into issues of occupational health and safety about the workplace and will assist wherever possible in the furtherance of safe conditions and practices. The Employer will keep under review the use or presence, at the place of employment, of chemical or biological substances which may be hazardous to the health or safety of workers.

Any employee may request that the department head substitute a safe or less hazardous substance for any chemical or biological substance currently in use. The Occupational Health and Safety Department representative will cooperate in advising the employees through their department head on the possibility of using suitable substitutions.

32.02 Safety and Health Reports, Records and Data:

Reports of every accident or occurrence of an occupational disease at the work site will be provided to the union. The union members may request any pertinent health and safety records held by the Employer, which are not confidential.

32.03 Right to Refuse Unsafe Work:

Members have the legal right to refuse unsafe work under *The Saskatchewan Employment Act* Section 3-31 when there is reasonable grounds to believe that an act or a series of acts is unusually dangerous to that person or another person's health and safety.

32.04 No Discipline:

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. Such job or equipment is not to be re-assigned until the Occupational Health Committee is satisfied with safety modifications.

32.05 Steps to Refuse Work:

1. If you believe that a dangerous situation may exist at work, you have the right to refuse work.
2. Notify your supervisor or Employer about your concerns and refuse to perform the unsafe work.
3. The Employer must remedy the situation and/or inform the Occupational Health Committee. The committee must investigate and advise you of the decision.
4. If you believe the remediation is not to your satisfaction, you may refuse unsafe work. The government Occupational Health Officer must be notified.
5. The officer must investigate your concerns and to make recommendations. A written report must be given to you, and the Employer.

Workers cannot be discriminated against for complying with *The Saskatchewan Employment Act*, Section 3-35.

You have the legal right to a healthy and safe workplace.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 7th DAY OF September 2023.

SIGNED ON BEHALF OF THE AWASIS CHILD CARE CO-OPERATIVE,
in the City of Regina, Saskatchewan by:

Mill

Miller

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 5371, by:

Thonda Dousty

Britney Schmitt

SCHEDULE "A" – WAGE SCALE

WAGE GRID EFFECTIVE MAY 1, 2022

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Ece Level I Cook	\$14.53	\$15.02	\$15.54	\$16.11	\$16.72	\$17.38
2% monthly bonus	\$0.29	\$0.30	\$0.31	\$0.32	\$0.33	\$0.35
Ece Level II	\$16.67	\$17.23	\$17.84	\$18.48	\$19.19	\$19.94
2% monthly bonus	\$0.33	\$0.34	\$0.36	\$0.37	\$0.38	\$0.40
Ece Level III	\$19.13	\$19.78	\$20.46	\$21.22	\$22.02	\$22.89
2% monthly bonus	\$0.38	\$0.40	\$0.41	\$0.42	\$0.44	\$0.46
Casual	\$13.26	\$13.26	\$13.26	\$13.26	\$13.26	\$13.26
2% monthly bonus	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27
Supervisor	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr
Director I	\$23.22	\$24.01	\$24.86	\$25.77	\$26.74	\$27.81
2% monthly bonus	\$0.46	\$0.48	\$0.50	\$0.52	\$0.53	\$0.56
Director II	\$24.98	\$25.86	\$26.74	\$27.72	\$28.77	\$29.92
2% monthly bonus	\$0.50	\$0.52	\$0.53	\$0.55	\$0.58	\$0.60

WAGE GRID EFFECTIVE MAY 1, 2023

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Ece Level I Cook Casual 2% + 1% monthly bonus	\$15.02 \$0.45	\$15.54 \$0.53	\$16.11 \$0.48	\$16.72 \$0.50	\$17.38 \$0.53	\$18.08 \$0.18
Ece Level II 2% + 1% monthly bonus	\$16.67 \$0.50	\$17.23 \$0.52	\$17.84 \$0.54	\$18.48 \$0.56	\$19.19 \$0.58	\$19.94 \$0.60
Ece Level III 2% + 1% monthly bonus	\$19.13 \$0.58	\$19.78 \$0.60	\$20.46 \$0.62	\$21.22 \$0.64	\$22.02 \$0.64	\$22.89 \$0.69
Supervisor	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr
Director I 2% + 1% monthly bonus	\$23.22 \$0.70	\$24.01 \$0.72	\$24.86 \$0.75	\$25.77 \$0.78	\$26.74 \$0.80	\$27.81 \$0.83
Director II 2% + 1% monthly bonus	\$24.98 \$0.75	\$25.86 \$0.78	\$26.74 \$0.80	\$27.72 \$0.83	\$28.77 \$0.87	\$29.92 \$0.91

WAGE GRID EFFECTIVE MAY 1, 2024

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Ece Level I Cook Casual 2% + 1% + 1% monthly bonus	\$15.02 \$0.60	\$15.54 \$0.69	\$16.11 \$0.65	\$16.72 \$0.67	\$17.38 \$0.71	\$18.08 \$0.36
Ece Level II 2% + 1% + 1% monthly bonus	\$16.67 \$0.67	\$17.23 \$0.70	\$17.84 \$0.72	\$18.48 \$0.75	\$19.19 \$0.78	\$19.94 \$0.81
Ece Level III 2% + 1% + 1% monthly bonus	\$19.13 \$0.78	\$19.78 \$0.80	\$20.46 \$0.83	\$21.22 \$0.86	\$22.02 \$0.87	\$22.89 \$0.93
Supervisor	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr	wage + \$1.50/hr
Director I 2% + 1% + 1% monthly bonus	\$23.22 \$0.94	\$24.01 \$0.97	\$24.86 \$1.01	\$25.77 \$1.05	\$26.74 \$1.08	\$27.81 \$1.12
Director II 2% + 1% + 1% monthly bonus	\$24.98 \$1.01	\$25.86 \$1.05	\$26.74 \$1.08	\$27.72 \$1.12	\$28.77 \$1.17	\$29.92 \$1.22

*All Full-Time Permanent employees hired after May 1, 2005 will follow the above grid based on their personal educational qualifications. *All Full-Time Permanent employees hired prior to May 1, 2005 will follow the Diploma – ECE III Line. **The wage rates listed above and below include wage enhancements provided by the Provincial Government. Should the government discontinue, decrease or increase the wage enhancement, the wages will be adjusted accordingly.

The Employer may hire new employees at a rate of pay that is higher than the first step in the wage scale if, in the Employer's opinion, the employees' education and/or experience justify a higher wage rate. No employee shall be hired at a rate of pay that is higher than the top step in the wage scale.

Director I:

A Director I whose job description includes a portion of the child care program administration in a facility of fifty-one (51) spaces or less. Examples include orientating and directing staff, managing employee records, developing staffing schedules, assisting in identifying professional development opportunities, and record keeping.

Start of Year 1 \$23.22
Start of Year 2 \$24.01
Start of Year 3 \$24.86
Start of Year 4 \$25.77
Start of Year 5 \$26.74
Start of Year 6 \$27.81

Director II:

A Director II whose job description includes a portion of the child care program administration in a facility of fifty-two to one hundred plus (52-100+) spaces. Examples include orientating and directing staff, managing employee records, developing staffing schedules, assisting in identifying professional development opportunities, and record keeping.

Start of Year 1 \$24.98
Start of Year 2 \$25.86
Start of Year 3 \$26.74
Start of Year 4 \$27.72
Start of Year 5 \$28.77
Start of Year 6 \$29.92

NOTE:

Director I

A Director I whose job description includes a portion of the child care program administration in a facility of 51 spaces or less. Examples include orientating and directing staff, managing employee records, developing staffing schedules, assisting in identifying professional development opportunities, and record keeping.

Director II

A Director II whose job description includes a portion of the child care program administration in a facility of 52-100+ spaces. Examples include orientating and directing staff, managing employee records, developing staffing schedules, assisting in identifying professional development opportunities, and record keeping.

1. Students are to be terminated at the end of each summer's work period, August 31, of each year.
2. Probationary employees shall start at the rate as shown on the above grid.
3. Employees advance to the next step at anniversary date of commencement of permanent employment.
4. Travel Allowance – forty-six (.46) cents per kilometre
5. The Employer shall provide a seniority bonus to each permanent staff of \$100.00 at the end of the **fifth** year of **service** and at the end of each full year of service thereafter. At the beginning of the **tenth** year of service, this amount will be increased to \$200.00 annually. **At the beginning of the fifteenth year of service, this amount will be increased to \$300.00 annually and** at the beginning of the twentieth year of service, this amount will be **increased to \$500.00** annually. The bonus **is** to be paid on the employee's anniversary date and shall not be prorated.
6. Effective May 11, 2011, the Employer and permanent employees will contribute monthly an amount of up to 2% determined by the employee, of gross earnings to a registered retirement savings plan chosen by and registered to each permanent employee. All new permanent employees receive retroactive RRSP contributions (at the rate specified by the collective agreement) for the entire period of employment within the calendar year in which they became permanent staff. The intention is to recognize the full-time contribution of employees who become permanent staff late in the calendar year, the year in which they also become eligible for Employer RRSP contributions.

RRSP contributions shall be made to the employee by February 15th of each year.

*All Full-Time Permanent employees hired prior to November 1, 2009 will follow the above RRSP Plan. All new Full-Time Permanent employees hired after November 1, 2009 will be included in a group pension plan. The Employer agrees to provide a pension plan that has a competitive rate of return. The Employer will be responsible for contributing both employer/employee contributions on a monthly basis. Statements and receipts will be issued to each individual through the chosen group pension plan.

SCHEDULE "B"

EMPLOYEE BENEFIT (PLAN)

The Employer agrees to provide the Day Care Co-op Benefit (Plan) through an insurance company that provides competitive rates and coverage.

The Plan Document shall be attached to and form part of the collective agreement.

Effective May 1, 2005, the contributions to the benefit plan shall be cost shared on a 50-50 basis by the Employer and the employees.

Participation in the benefit plan shall be mandatory to individual staff for all permanent full-time employees upon completion of six (6) months of employment.

The benefits shall include:

- Health
- Dental
- Long Term Disability
- Accidental Death & Dismemberment

LETTER OF AGREEMENT
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5371
AND
AWASIS CHILD CARE CO-OPERATIVE

In recognition of the bilateral *Canada-Saskatchewan Early Learning and Child Care Agreement* that changed the funding model received by the Awasis Child Care Co-operative, the parties agree to the following:

1. The parties agree that the allocation of funding increases, investments or grants made through or as a result of the *Canada-Saskatchewan Canada-Wide Early Learning and Child Care Agreement* that is designated for wages, benefits, recruitment and/or retention of staff shall be open to negotiation between the parties. All funding allocations will follow the grant guidelines where application is specified.
2. All pension contributions shall be made based on the individual's higher rate of pay (i.e., the amount subsidized by the Ministry).
3. For monies received through the Early Learning and Child Care Workforce Enhancement Grant in spring 2022 and fall 2022, shall be distributed equitably among all employees, including those on an approved leave, regardless of classification, in the following manner:
 - a) Employees enrolled in a recognized Early Childhood Education program shall receive an exemption, whereas they will be paid for the ECE level they are enrolled in as per the Schedule "A" Wage Grid.
 - b) A one-time incentive bonus shall be paid to all certified ECE's in the following manner – full time and part-time employees will receive \$125 and casual employees will receive \$50.

4. In lieu of a general wage increase, all certified ECEs shall receive a monthly bonus calculated on their base wages in the following manner:

2% for the term May 1, 2022 to April 30, 2023

1% for the term May 1, 2023 to April 30, 2024

1% for the term May 1, 2024 to April 30, 2025

5. In the event that the bilateral Canada-Saskatchewan Early Learning and Child Care Agreement ceases funding to Awasis Child Care Cooperative, the monthly bonuses will be reflected in Schedule A of the collective agreement for the respective years.

Dated this 7th day of September 2023.

For the Canadian Union of
Public Employees, Local 5371

For the Awasis Child Care
Co-operative

Chonda Daugherty
Bridlay Schmidt

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LETTER OF UNDERSTANDING 2012 #01

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5371

AND

AWASIS CHILD CARE CO-OPERATIVE

The parties agree that employees hired before November 1, 2009 shall be given paid time off between Christmas Eve and New Year's Day. The employees being grandfathered must take time off as offered unless required by Employer to work during this time. If employees are required to work, they will receive the days off in lieu to be used the following calendar year.

Dated this 7th day of September, 2023.

For the Canadian Union of
Public Employees, Local 5371

For the Awasis Child Care
Co-operative

Phonda Doughty
Brittany Schmidt

[Signature]

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